

R733516

**DECLARATION OF SUPPLEMENTAL COVENANTS, CONDITIONS AND RESTRICTIONS**

**for**  
**UNIT NO. 4 IN BUILDING LETTERED "A"**  
**of**  
**VILLAGE WOOD TOWNHOMES, A CONDOMINIUM PROJECT**  
**in**  
**HARRIS COUNTY TEXAS**

01/03/96 200108570 R 733516 \$20.00  
HARRIS COUNTY TEXAS

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, GEORGE R. MOODY, TRUSTEE, was the previous sole owner of that certain real property now known as Village Wood Townhomes, A Condominium Project in Harris County, Texas, as recorded in Volume 38, Page 1 of the Condominium Records of Harris County, Texas (the "Property"); and

WHEREAS GEORGE R. MOODY, TRUSTEE, did impose on the Property all those certain covenants, conditions, restrictions, liens, and easements contained in that certain instrument entitled "CONDOMINIUM DECLARATION FOR VILLAGE WOOD TOWNHOMES (A CONDOMINIUM)" filed of record in Volume 38, Page 1 of the Condominium Records of Harris County, Texas (the "Prior Declaration"); and

WHEREAS, VILLAGE WOOD TOWNHOMES ASSOCIATION, INC. a Texas corporation (the "Association"), the current sole owner of Unit No. 4 in Building Lettered "A" of the Property (the "Unit"), desires to impose additional covenants, conditions, and restrictions on the Unit.

NOW, THEREFORE, the Association hereby supplements the Prior Declaration as to the Unit with the additional covenants, conditions and restrictions, as follows:

**ARTICLE I**  
**DEFINITIONS**

As used in this instrument, the terms set forth below shall have the following meanings:

**SECTION 1.1. ARTICLES OF INCORPORATION** - The Articles of Incorporation of the Association.

**SECTION 1.2. ASSOCIATION** - VILLAGE WOOD TOWNHOMES ASSOCIATION, a Texas non-profit corporation, its successors and/or assigns.

**SECTION 1.3. BOARD OR BOARD OF DIRECTORS** - The Board of Directors of the Association.

**SECTION 1.4. DECLARATION** - The additional covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the use, occupancy, and conveyance of the Unit as set out in this instrument or any amendment thereto.

**SECTION 1.5. DOCUMENTS** - The Articles of Incorporation, Bylaws, Declaration, Rules and Regulations.

**SECTION 1.6. OWNER OR OWNERS** - Any Person, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to the Unit, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

**SECTION 1.7. PERSON OR PERSONS** - A natural person, a corporation, a partnership, or any other

legal entity.

**SECTION 1.8. PRIOR DECLARATION** - Those certain covenants, conditions, restrictions, liens, and easements contained in that certain instrument entitled "CONDOMINIUM DECLARATION FOR VILLAGE WOOD TOWNHOMES (A CONDOMINIUM)" filed of record in Volume 38, Page 1 of the Condominium Records of Harris County, Texas

**SECTION 1.9. RULES AND REGULATIONS** - Such rules and regulations as the Board may promulgate from time to time with respect to the Property, which may include reasonable provisions for fines for violation of such Rules and Regulations, of which as of the date of this instrument, the most current set of Rules and Regulations is filed of record in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. N131519 and Film Code No. 034-01-2389.

**SECTION 1.10. UNIT** - Unit No. 4 in Building Lettered "A" of Village Wood Townhomes, a condominium project in Harris County, Texas, filed of record in Volume 38, Page 1 of the Condominium Records of Harris County, Texas.

## **ARTICLE II** **ESTABLISHMENT OF COVENANTS**

**Section 2.1. INTENT OF DECLARATION** - The Association, for itself, its successors, and assigns, hereby declares that the Unit shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in the Prior Declaration and in this Declaration, for the duration thereof. To the extent legally possible, the terms of the Prior Declaration shall be read to harmonize with this Declaration and all Owners must comply with the Prior Declaration and this Declaration.

**Section 2.2. COVENANTS APPURTENANT** - The covenants, conditions, restrictions, limitations, reservations, exceptions, and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon the Unit, and shall be binding upon and inure to the benefit of: (a) the Unit; (b) the Association and its successors and assigns; and (d) all Persons having, or hereafter acquiring, any right, title, or interest in the Unit and their heirs, executors, successors, and assigns.

## **ARTICLE III** **RIGHT OF FIRST REFUSAL PRIOR TO SALE**

In the event any Owner of the Unit shall wish to sell the Unit, and shall have received a bona fide offer therefor from a prospective purchaser, the Association shall be given written notice thereof together with an executed copy of such offer and the terms thereof. Such notice and copy shall be given to the Board. The Board or a person named by them, shall have the right to purchase the Unit upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase is given to the Owner, and a matching down payment is provided to the selling or leasing Owner during the thirty (30) day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase.

In the event any Owner shall attempt to sell the Unit without affording to the Association the right of first refusal herein provided, such sale shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser.

In no case shall the right of first refusal reserved herein affect the right of the Owner to subject his interest in the Unit parcel to a deed of trust, mortgage, or other security instrument.

The failure of or refusal by the Board to exercise the right to so purchase shall not constitute or be deemed to be a waiver of such right to purchase when an Owner receives any subsequent bona fide offer from a prospective purchaser.

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Except as is otherwise provided below, and except upon a transfer of title to a Public Trustee or to the first mortgagee, each Owner of a Unit, upon transferring or conveying his interest, shall incorporate in such instrument of conveyance an agreement that the grantee carry out the provisions of this Article III.

In the event of any default on the part of any Owner under any first mortgage which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgage in lieu of such foreclosure, shall be made free and clear of the provisions of this Declaration, and the purchaser (or grantee under such deed in lieu of foreclosure) of the Unit shall be thereupon and thereafter be subject to the provisions of this Declaration. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the Unit free and clear of the provisions of this Declaration, but its grantee shall thereupon and thereafter be subject to all of the provisions hereof.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by will or his heirs at law under intestacy laws shall not be subject to the provisions of this Declaration.

#### **ARTICLE IV** **ASSOCIATION'S CONSENT TO LEASE UNIT AND RIGHT TO EVICT**

Owners of the Unit must obtain the prior written consent of the Association before executing a lease with any prospective tenant. A copy of the proposed lease shall be given to the Board for their review and approval. The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Owner under these covenants shall continue, notwithstanding the fact that he may have leased said interest as provided herein.

In the event any Owner shall attempt to lease the Unit without obtaining the consent of the Association, such lease shall be wholly null and void and shall confer no interest whatsoever upon the intended lessee.

Possession of or residence in the Unit by any other person than the Owner, his lineal ascendants or descendants or lineal descendant or ascendant relatives, continuing for a period of ten (10) days, shall be deemed, for this purpose, to constitute a leasing of the Unit, whether or not any consideration has been paid therefor; and in such event, the Board may require the removal of such occupant(s), it being hereby agreed that the Board, in the event of repossession of the Unit by such unrelated persons, shall be entitled to the possession of said Unit upon demand therefor of and from such occupant, with or without notice to the Owner thereof; and in the event of failure to surrender such possession, the Board may institute its action in statutory forcible entry and detainer proceedings for the possession of the Unit, and have and retain such possession until the Owner retakes physical possession of the Unit.

The Association shall also have the right to evict any occupant of the Unit through statutory forcible entry and detainer proceedings (without the joinder of the Owner) for any violation of the Prior Declaration, Bylaws, Rules and Regulations, or this Declaration and shall have possession until the Owner retakes physical possession of the Unit.

During any time when the Board shall have possession of the Unit due to an eviction, the Owner and all guests, licensees, and invitees of the Owner, shall be deemed to waive any claim for damages to person or property in or on the Unit.

**ARTICLE V**  
**AMENDMENT AND DURATION OF DECLARATION**

**CAMERA DESIGNATION MRG1**

**SECTION 5.1. AMENDMENT BY ASSOCIATION BOARD** - The Board, without the joinder of any other party, shall have the authority to amend this Declaration, which said amendment must be filed of record in the Condominium Records of Harris County, Texas.

**SECTION 5.2. DURATION** - This Declaration shall remain in full force and effect until April 15, 2015, and shall be extended automatically for successive ten (10) year periods; provided however, that this Declaration may be amended at any time, as set forth in Section 5.1.

**ARTICLE VI**  
**MISCELLANEOUS**

**SECTION 6.1. SEVERABILITY** - In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

**SECTION 6.2. NUMBER AND GENDER** - Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

**SECTION 6.3. DELAY IN ENFORCEMENT** - No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

**SECTION 6.4. ENFORCEABILITY** - The Documents shall run with the Unit and shall be binding upon and inure to the benefit of and be enforceable by the Association against any Owner violating the terms thereof, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce the Documents is initiated against an Owner or occupant of the Unit by the Association, the Association shall be entitled to recover reasonable attorney's fees from the Owner or occupant of the Unit who violated the Documents.

**SECTION 6.5. REMEDIES** - In the event any Person shall violate or attempt to violate any of the provisions of the Documents, the Association may institute and prosecute any proceeding at law (including eviction of any occupant of the Unit that is in violation of this Declaration or the Documents) or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

**SECTION 6.6. VIOLATIONS OF LAW** - Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of the Unit hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

**SECTION 6.7. REMEDIES CUMULATIVE** - Each remedy provided under this Declaration is cumulative and not exclusive.

**SECTION 6.8. NO REPRESENTATIONS OR WARRANTIES** - No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Association or its agents or employees in connection with any portion of the Unit, or any improvement thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the Unit, sale, operation,

maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing.

**SECTION 6.9. LIMITATION ON LIABILITY** - Neither the Association, the Board, or any officer, agent, or employee of any of the same acting within the scope of their respective duties described in this Declaration shall be liable to any Person for any reason or for any failure to act if the action or failure to act was in good faith and without malice.

**SECTION 6.10. CAPTIONS FOR CONVENIENCE** - The titles, headings, captions, article and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

**SECTION 6.11. GOVERNING LAW** - This Declaration shall be construed and governed under the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Association have executed the foregoing instrument on this 2<sup>nd</sup> day of JANUARY, 1995.

VILLAGE WOOD TOWNHOMES ASSOCIATION

ATTEST:

[Signature]  
Secretary

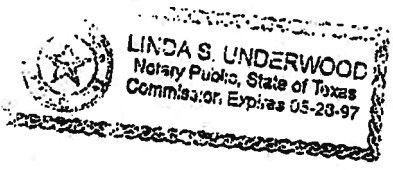
By: [Signature]  
A. Tildon Creech, President  
Date: 1-2-95

STATE OF TEXAS \*  
COUNTY OF HARRIS \*

Before me, a notary public, on this day personally appeared A. Tildon Creech, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 2<sup>nd</sup> day of JANUARY, 1995.

#27864

[Signature]  
NOTARY PUBLIC - STATE OF TEXAS



Return to:  
BUTLER & HAILEY, P.C.  
Attorneys at Law  
5718 Westheimer, Suite 1600  
Houston, Texas 77057

CONDOMINIUM RECORDS OF COUNTY CLERK

FILM CODE 169049

VILLAGE WOOD TOWNHOMES  
UNIT NO. 4

THIS IS PAGE 2 OF 2 PAGES

REDUCTION 16x CAMERA DESIGNATION MRG1

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OF SKIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on

JAN. 3, 1996



*Beverly B. Ferguson*

COUNTY CLERK  
HARRIS COUNTY TEXAS

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE  
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR FACE IS INVALID AND UNEN-  
FORCEABLE UNDER FEDERAL LAW.